

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 59	
2. CONTRACT NO.		3. SOLICITATION NO. N61339-05-R-0096		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 19 Aug 2005	
7. ISSUED BY NAVAIR ORLANDO 12350 RESEARCH PARKWAY CODE 2533 ORLANDO FL 32826-3224		CODE N61339		8. ADDRESS OFFER TO (If other than Item 7)		CODE	
TEL: FAX:		See Item 7		TEL: FAX:			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (Include area code) (NO COLLECT CALLS)	C. E-MAIL ADDRESS
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)					
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SCORM & S1000D TESTBED DEVELOPMENT CPFF The contractor shall provide research and development in accordance with the Statement of Work contained in Section C entitled, "Statement of Work For The Development Of A Scorm & S1000D Testbed", and the contractor's proposal, and all amendments thereof. FOB: Destination		Lot		
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

See Exhibit A

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	TECHNICAL DATA AND INFORMATION CPFF Technical Data and Information in accordance with Exhibit A FOB: Destination		Lot		
				ESTIMATED COST	(NSP)
				FIXED FEE	
				TOTAL EST COST + FEE	

NOT SEPARATELY PRICED

Section C - Descriptions and Specifications

STATEMENT OF WORK
FOR THE
DEVELOPMENT OF A SCORM & S1000D TESTBED



Joint ADL Co-Lab
13501 Ingenuity Drive, Suite 248
Orlando, FL 32826-3009

Approved By: _____
Jean Burmester
Director
Joint ADL Co-Lab

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JOINT ADVANCED DISTRIBUTED LEARNING (ADL) CO-LABORATORY**STATEMENT OF WORK****FOR THE DEVELOPMENT OF A SCORM & S1000D TESTBED****INTRODUCTION**

This Statement of Work (SOW) sets forth the requirements for providing the Department of Defense (DoD) the capability to integrate learning and technical data systems. Under the Advanced Distributed Learning Initiative, the Office of the Under Secretary of Defense (OUSD) Personnel & Readiness (P&R) and the Office of the Under Secretary of Defense (OUSD) Acquisition, Technology & Logistics (AT&L) initiated this project to meet growing requirements to integrate learning and technical data systems.

1.1 Background

The integration of learning and technical data systems is a desired capability in military organizations. In the past, these two types of content have been treated and managed in separate systems due to organizational boundaries. Users requiring performance support, however, express the desire to draw on the resources from both of these systems equally. Also, configuration management of content in both realms depends on timely access to the others data. The training and learning community needs technical data in a timely manner to maintain relevance and integrity of its products. The technical data community desires access to learning and training information for completeness of their products. This issue is further complicated because both communities in the military have adopted different specifications, SCORM for learning and S1000D for tech data, as structures for their products.

1.2 Scope

The purpose of this SOW is to provide the necessary technical support to support Job Performance Technology Center. The acquired contractor shall provide those services required to perform the work delineated herein. Objectives of this effort include the development of tools and/or systems to address:

- How systems containing data developed to SCORM (learning repositories) and S1000D (common source database) specifications can be integrated for presentation to a user as a single system or resource
- Leverage of commercial search and content management technology and off-the-shelf products to provide this functionality
- The best way to organize heterogeneous data types for presentation to a user in a way to optimize performance
- Identification of other issues involved in integrating these communities (authorization, authentication, digital rights management)
- Support and maintenance of non-document type objects created, like simulations, games, and web references

1.3 Objective

This SOW identifies technical expertise for which the Job Performance Technology Center shall require support. These expertises are not intended to be exhaustive, but rather identify the skills required to support the Job Performance Technology Center with developing solutions and use cases to meet the growing requirements to integrate learning and technical data systems.

1.4 Government Furnished Equipment (GFE), Facilities, Supplies, and Services

GFE may be required during the course of this effort. Access to GFE will be coordinated through the Job Performance Technology Center Technical Point of Contact (TPOC). The government will provide all business-

related facilities, supplies necessary to accomplish this task Facilities include office space, workstation and all software required for effort, pens, paper (tools needed for every day work).

1.5 Contracting Officer's (CO)

The Job Performance Technology Center will have a TPOC/COR to administer this SOW to ensure contractor compliance. The TPOC/COR will be the administrative point of contact for all official correspondence and information concerning this SOW. The TPOC/COR will recommend acceptance of the deliverable products and inform the Contracting Officer (CO) of acceptable/unacceptable products. All changes to SOW terms and conditions shall be approved in writing by the CO.

2.0 GENERAL REQUIREMENTS

2.1 The contractor shall organize, coordinate, and support all program activities to ensure timely delivery of all supplies and services specified herein. Electronic mail via the Internet shall be used whenever feasible to deliver products and correspondence to the Job Performance Technology Center and the Joint ADL Co-Lab TPOCs.

2.1.1 Security Clearance

The contractor shall remain responsible and ensure compliance with all Security Clearance requirements relative to the performance of subject task. A security clearance is not required.

2.1.2 Contractor Personnel Requirements. The contractor shall provide the people to complete the tasks required to successfully meet the specifications of this SOW.

2.1.3 Personnel Requirements

The contractor shall provide technical personnel. Contractor personnel shall be available to work with, support, and meet with all relevant stakeholders.

2.1.4.1 Required Experience (generalized experience).

- XML, EDI, XSLT
- Object Oriented Programming Experience

2.1.4.2 Desired Experience (all generalized experience).

- International Specification for Technical Publications utilizing a Common Source Database (S1000D)
- Sharable Content Object Reference Model (SCORM)
- Database Management Systems
- Simulations
 - High Level Architecture
- 3D Modeling
- Game Development
- Tools or Systems
 - Document Management Systems
 - Learning Management Systems
 - Content Authoring Tools

2.1.5 Government Data Rights

The contractor shall give the Government unlimited usage rights to the courseware. The Government shall have the right to share the courseware with other companies under contract to the Government and to other Government agencies. All products, including source code, created under this contract shall become property of the United States Government. The Government will not pay royalties, recurring license or run-time fees, user fees, or other similar additional payments. The contractor shall ensure that all analysis results are documented in a non-proprietary format. All text-based materials with digital copies shall be organized in a manner to facilitate revision.

2.1.6 Accessibility for Persons with Disabilities. The contractor shall ensure that all items developed and installed under this effort allows Federal employees with disabilities to have access to and use of information and data that is comparable to the access and use of information and data by other Federal employees in accordance with Section 508, 29 US Code 794d.

2.1.7 Travel and Other Direct Costs

For all travel and other direct costs the government shall approve charges required in advance. All travel shall be in accordance with the Governments' Joint Travel Regulations (JTR). Travel vouchers and supporting documents must be presented for payment within 10 days of the completion of travel. Other direct charges shall be accumulated and billed in accordance with the contractor normal accounting practices.

2.1.8 Period of Performance

The period of performance is from award through 12 months.

2.1.9 Place of Performance

A significant amount of work will be done at the Job Performance Technology Center, Alexandria, VA. The Government will provide all business-related facilities, supplies and services necessary to accomplish this task. The Government will provide all tools and/or systems required to accomplish tasks. The government will provide all business-related facilities, supplies necessary to accomplish this task. Facilities include office space, workstation and all software required for effort, pens, paper (tools needed for every day work).

The Government will provide training on utilization of the Government provided tools and/or systems when the contractor is working at the site or in government facilities.

2.1.10 Program Progress Monitoring and Reporting

2.1.12 Project Management Plan. The contractor shall prepare and deliver a Project Management Plan for this SOW. Unless otherwise specified, the contractor shall use industry acceptable standards for the project management plan format; however, the project management plan shall include a:

- a. General requirements analysis of this SOW
- b. Project Work Breakdown Structure and timeline with milestone delivery dates
- c. Management Plan

The contractor shall prepare the Project Management Plan in accordance with the Contract Data Requirements List (hereinafter called "CDRL").

2.1.11 Monthly Reports

The contractor shall submit monthly status reports in accordance with the CDRL. The status reports shall contain a summary of work completed to date, a summary of current on-going work, and financial report expenditures (labor/travel/ODC), and significant accomplishments in a contractor selected electronic format.

The contractor shall prepare Monthly Reports in accordance with the CDRL.

2.1.12 Post Award Conference (PAC)

The first conference will be the PAC to be held at the Job Performance Technology Center. The purpose of the conference shall be to establish the framework of the contractor and Government interaction during the performance period of the SOW. The contractor shall place emphasis on the operating procedures, methodologies and the planned schedule (milestones and deliverables).

2.1.13 Non-Disclosure

During the performance of this contract, the contractor may encounter data, which is sensitive in nature. Therefore, the contractor shall sign a non-disclosure statement prior to beginning work on this task.

2.1.14 Non-Personal Service Statement

Contractor employees performing services under this order will be controlled, directed and supervised at all times by management personnel of the contractor. Contractor management will ensure that employees properly comply with the performance work standards outlined in the statement of work. Contractor employees will perform their duties independent of, and without supervision of, any government official. The tasks, duties, and responsibilities set forth in the task order may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal Policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Part 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The

Government will control access to the facility and will perform the inspection and acceptance of the completed work.

2.1.15 Special Instructions/Considerations

The contractor agrees to enter into a written agreement with any firm whose proprietary data is used in connection with performance of the contract, to protect all proprietary information from unauthorized disclosure or use for as long as it remains proprietary, to furnish the contracting officer with executed copies of all such agreements, and to refrain from using any proprietary information in supplying to the Government goods or services, or for any purpose other than that for which it was intended. The contractor agrees that any information furnished by the Government to the contractor not generally available to other contractors shall be used only for performance under this contract, and all copies of such information shall be returned to the Government upon completion of the effort. Any information furnished by the Government containing trade secrets or commercial or financial data of other contractors shall be treated as proprietary data. Additionally, the contractor shall not disclose outside of the Government any information generated in the performance of this contract.

2.2 DETAILED REQUIREMENTS

2.2.1 The contractor shall design and develop ‘Use Case’ products that shall be derived from a Common Source Data Base (CSDB) of XML objects using standard coding practices and/or commercial products which will be supplied by the government (including training on how to use these products).

2.2.2 These “use cases” will include, but not be limited to, Interactive Electronic Technical Manuals (IETMs), Browser based learning materials (SCORM 2004 compliant), desktop simulations (including 3D), games (individual and team), job performance aids (Electronic Performance Support Systems, EPSS) including those delivered on handheld devices, and web based knowledge pages (knowledge management).

2.2.2.1 The contractor shall deliver a Beta Version which shall be a functional version.

The contractor shall prepare the Beta Version in accordance with the CDRL.

2.2.3 The contractor shall deliver a Final Product which includes the final duplicated and packaged copies of the courseware and materials as specified in the contract.

The contractor shall prepare the Final Product in accordance with the CDRL.

2.2.4 The contractor shall demonstrate that the product is working properly and ready for full implementation with the target end-user audience. The final payment will be made upon completion and Government acceptance.

2.2.5 The contractor shall deliver all software source code created under this contract and it shall become property of the United States Government.

2.3 In addition to the products the contractor shall:

2.3.1 Document, within the Detailed Design Document, the processes used to develop them, uniquely name them (using Handles and following CORDRA).

2.3.2 Store them in the CSDB repository(s).

2.3.3 Retrieve them and demonstrate that life cycle changes made to the CSDB are transmitted and affected in the uses cases.

2.4 The contractor shall develop a “Best Practices”, “Business Rules” and a Lessons Learned database which shall document from beginning to end these elements for the project. The database shall be available to the government during the entire project and shall be updated on a monthly basis.

3.0 DELIVERABLES AND SCHEDULE

All deliverables shall be delivered in electronic format on CD-ROM. The contractor shall deliver one master CD, one copy CD and one hardcopy. Documentation, but not code, may be delivered via e-mail. The contractor shall submit deliverables as follows:

Paragraph Supported	Deliverable	Due Date
2.1.12	Project Management Plan	DOA+30 days
2.1.13	Monthly Reports	NLT 10 th each month
2.3.1	Detailed Design Document	TBD by Project Plan
		TBD by Project Plan
2.2.2.1	Beta Product (Use Cases)	TBD by Project Plan
2.2.3	Final Product (Use Cases)	DOA+12 months
2.2.5	Software Source Code	DOA+12 months
2.4	Database with Best Practices, Business Rules, and Lessons Learned	DOA+12 months
		DOA: Date of Award

4.0 DOCUMENTATION

4.1 The Contractor shall ensure that all deliverables are prepared in a clear and concise manner, properly formatted, spell checked, and grammatically correct.

4.2 All deliverables shall be delivered by the contractor on or before the agreed upon delivery date. Deliverables shall be delivered concurrently to the Job Performance Technology Center TPOC/COR and the Government PCO. Each deliverable shall be an orderly presentation of the information addressing the specified subject. When questions concerning the content and format of the deliverables arise, the contractor shall follow the direction of the

PCO who will coordinate with the Job Performance Technology Center TPOC/COR. Government approval and sign off is required on each deliverable.

4.3 Unless otherwise agreed upon by the PCO and the contractor, the Job Performance Technology Center TPOC will review all contractor generated deliverables within 15 working days of receipt from the contractor. The PCO will notify the contractor of acceptance or return rejected deliverables to the contractor for rework. The contractor shall make corrections and resubmit the deliverable within 10 working days.

4.4 All Contractor produced reports and briefings shall be delivered in electronic format using the Microsoft Office version 6 or higher, to the distribution indicated in Block 14 of each CDRL, DD Form 1423.

5.0 REFERENCE DOCUMENTS

- International Specification for Technical Publications utilizing a Common Source Database (S1000D)
4.1 <http://www.s1000d.org>
- Sharable Content Object Reference Model (SCORM)
4.2 <http://www.adlnet.org>

6.0 POINTS OF CONTACT (POC)

6.1 The Job Performance Technology Center COR is:

Mr. Tim Tate
Director, ADL Job Performance Technology Center
ADL Co-Lab, Suite 600
1901 North Beauregard Street
Alexandria, VA 22311
Telephone No: (703) 575-2017
Fax: (703) 575-3715
Email: tatet@adlnet.org

6.2 The Joint ADL Co-Lab POC is:

Cindy Carlisle
Deputy Director, Joint ADL Co-Lab
13501 Ingenuity Drive, Suite 248
Orlando, FL 32826
Telephone No: (407) 472-2914
Fax: (407) 282-6404
Email: cindy.carlisle@us.army.mil

6.3 The Contracting Officer POC is:

Mr. Domingo Rivera
Contracting Specialist
NAVAIR Orlando, TSD
12350 Research Parkway
Orlando, FL 32826-3275
Telephone No: (407) 381-3681
Fax. No: (407) 380-4164
Email: domingo.rivera@navy.mil

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9507 PACKAGING AND MARKING OF REPORTS (SEP 1999)

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.

(b) The contractor shall promptly display on the cover of each report the following information:

- (1) Name and business address of contractor.
- (2) Contract Number/Delivery/Task order number.
- (3) Contract/Delivery/task order dollar amount.
- (4) Whether the contract was competitively or non-competitively awarded;
- (5) Name, code and activity of sponsoring individual.

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9514 TECHNICAL DATA PACKING INSTRUCTIONS (SEP 1999)

Technical Data and Information shall be packed and packaged for domestic shipment in accordance with best commercial practices. The package or envelope should be clearly marked with any special markings specified in this contract (or delivery/task order), e.g., Contract Number, CLIN, Device No., and document title must be on the outside of the package. Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with Defense Industrial Manual for Safeguarding Classified Information, DoD 5520.22M.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY FULL TEXT

52.246-8 INSPECTION OF RESEARCH AND DEVELOPMENT-- COST-REIMBURSEMENT (MAY 2001) - ALTERNATE I (APR 1984)

(a) Definitions. As used in this clause--

"Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operation at any one plant or separate location where the contract is being performed; or
- (3) A separate and complete major industrial operation connected with performing this contract.

"Work," includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the work under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all work called for by the contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or its subcontractors engaged in the contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs any inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise provided in the contract, the Government shall accept work as promptly as practicable after delivery, and work shall be deemed accepted 90 days after delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in

the contract) after acceptance of all of the end items (other than designs, drawings, or reports) to be delivered under the contract, the Government may require the Contractor to correct or replace work not meeting contract requirements. Time devoted to the correction or replacement of such work shall not be included in the computation of the above time period. Except as otherwise provided in paragraph (g) below, the allowability of the cost of any such replacement or correction shall be determined as specified in the Allowable Cost and Payment clause. The Contractor shall not tender for acceptance corrected work without disclosing the former requirement for correction, and, when required, shall disclose the corrective action taken.

(g) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, the Government may (1) by contract or otherwise, perform the replacement or correction and charge to the Contractor any increased cost, (2) require delivery of any undelivered articles, or (3) terminate the contract for default. Failure to agree on the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause shall apply in the same manner to a corrected or replacement end item or components as to work originally delivered.

(j) The Contractor has no obligation or liability under the contract to correct or replace articles not meeting contract requirements at time of delivery, except as provided in this clause or as may otherwise be specified in the contract.

(k) Unless otherwise provided in the contract, the Contractor's obligations to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(End of clause)

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area Workflow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

5252.246-9512 INSPECTION AND ACCEPTANCE (DESTINATION) (NAVAIR) (MAR 1999)

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed at destination by ADL CO-LAB TPOC, Cindy Carlisle.

(b) Acceptance of all Contract Line Items/Subcontract Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a Material Inspection and Receiving Report. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

**5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION
(NAVAIR) (FEB 1995)**

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled NAWCTSD 4330/60 Data Item Transmittal/Acceptance/ Rejection Form. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals

**PERFORMANCE REQUIREMENT SUMMARY
COST REIMBURSEMENT – COST PLUS FIXED FEE
SOFTWARE DEVELOPMENT**

<u>Contract Requirement</u>	<u>Evaluation Criteria</u>	<u>Max. Allowable Deviation</u>	<u>Method Of Inspection</u>	<u>% Of Total Cost</u>
2.0 General Requirements Project Management Plan Monthly Reports Travel Submissions	(a) Timeliness (b) Accuracy (c) Typos	5% 5% 5%	100%	25%
2.2 Detailed Requirements “Use Case Products” Beta Version Final Product Detailed Design Document Storage/Retrieval Database Development	(a) Functionality (b) Timeliness	5% 5%	100%	50%
2.2.5 Source Code (CDRL A006)	(a) Functionality (b) Timeliness	0% 5%	100%	25%
			Total	100%

The Performance Requirement Summary will be used in Government evaluation of performance for invoicing allowances. The Government reserves the right to modify performance standards and/or metrics during the life of this contract in order to ensure that the proper outcomes are being assessed and that the performance standards are appropriate. Any changes shall be accomplished via bilateral modification.

Section F - Deliveries or Performance

If you have any questions regarding this purchase/delivery order the following individuals may be contacted:

NAME	Craig Wright	Domingo Rivera
TITLE	Contract Specialist	Contracting Officer
PHONE	(407) 380-4468	(407) 381- 8631
FAX	(407) 380-4164	(407) 380-4164
E-MAIL	Craig.wright@navy.mil	Domingo.Rivera@navy.mil

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 27-OCT-2005 TO 27-OCT-2006	N/A	JOINT ADL CO-LAB CINDY CARLISLE 13501 INGENUITY DRIVE, SUITE 248 ORLANDO FL 32826-3009 407-381-7669 FOB: Destination	
0002	POP 27-OCT-2005 TO 27-OCT-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9505 TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit A001 – A006, attached hereto, and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

- (1) JPTC POC, Tim Tate, E-Mail: tatet@adlnet.org.
- (2) ADL Co-Lab POC, Cindy Carlisle, E-Mail: cindy.carlisle@us.army.mil.
- (3) NAVAIR Orlando TSD PCO, Craig Wright (Contract Specialist), E-Mail: craig.wright@navy.mil, Code 25333 (for PCO).

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

(g) DD Form 1423, Block 14 Mailing Addresses:

JPTC POC/COR

Job Performance Technology Center
Attn: Tim Tate, Director
ADL Co-Lab, Suite 600
1901 North Beauregard Street
Alexandria, VA 22311
Phone: (703) 575-2017
E-mail: tatet@adlnet.org

ADL CO-LAB POC/TPOC

Advanced Distributed Learning Co-Laboratory
Attn: Cindy Carlisle, Deputy Director
13501 Ingenuity Drive, Suite 248
Orlando, FL 32826
Phone: (407) 472-2914
E-mail: cindy.carlisle@us.army.mil

NAVAIR Orlando TSD PCO

NAVAIR Orlando Training Systems Division
Attn: Craig Wright, Contract Specialist, Code 25333 (for PCO)
12350 Research Parkway
Orlando, FL 32826-3275
Phone: (407) 380-4468
E-mail: craig.wright@navy.mil

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

5252.201-9500 POINTS OF CONTACT (SEP 1999)

(1) The Technical Point of Contact (TPOC) for this contract is Cindy Carlisle, Joint ADL Co-Lab POC at 407-4 72-2914.

(b) The TPOC will provide technical direction and discussion, as relating, but not limited to the specification and/or statement of work, and will monitor the progress and quality of contractor performance.

(c) The **TPOC** is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery/task order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery/task order). When, in the opinion of the contractor, the **TPOC** requests any of the aforementioned changes, the contractor shall promptly notify the Contracting Officer (or ordering officer, for delivery/task orders) in writing. If the contractor believes or interprets any action by the TPOC to be a change to the contract, the contractor will promptly notify the Contracting Officer in writing. Any failure by the contractor to notify the Contracting Officer in writing of any changes is an admission that the contractor is working at its own risk on a voluntary basis. No action shall be taken by the contractor under such direction until the Contracting Officer (or ordering officer) has issued a modification to the contract (or delivery/task order) concerning the subject change(s) or has otherwise resolved the issue.

5252.232-9503 INVOICE INSTRUCTIONS (MAR 1999)

(a) General. Strict compliance with the invoice instructions will facilitate early payment of invoices. However, no payment can be made until the contract is returned, properly executed, to the PCO.

(b) Assignments. Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the contractor - not the assignee - is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows: Pursuant to the instrument of assignment, dated _____, make payment of this invoice to [name and address of assignee].

(c) Contractor Request for Progress Payment. If the contract provides for progress payments, each contractor request for progress payment shall be submitted on Standard Form 1443, Contractor Request for Progress Payment, directly to the ACO with any additional information reasonably requested by the ACO. With regard to ceiling priced orders, each Contractor Progress Payment Request shall be made in accordance with paragraph (k) of the clause entitled "Ordering -Provisioned Items", if included in the contract, or paragraph (k) of the clause entitled "Orders (Fixed-Price)". If the contract includes Foreign Military Sales (FMS) requirements, request for progress payment shall be submitted in accordance with the procedures of DFARS Clause 252.232-7002, "Progress Payments for Foreign Military Sales Acquisitions".

5252.232-9504 INSTRUCTIONS TO PAYING OFFICE (NAVAIR) (MAY 1998)

(a) Invoices submitted for payment, which do not contain contract line item number (CLIN) (or subline item number (SLIN), if any) and the accounting classification references number (ACRN) information, will be returned for correction.

(b) The disbursement of funds will be by the CLIN/SLIN/ACRN designation or when multiple ACRNs are used, disbursements will be prorated in proportion to the unliquidated balance within a CLIN or SLIN, if assigned.

(c) Progress Payments will be prorated based upon the unliquidated balance of all ACRN(s) assigned.

5252.232-9510 PAYMENT OF FIXED FEE (AUG 2003)

(a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments. The fixed fee will be paid not more frequently than monthly based on the allowable cost. The amount of each such installment shall be in the same ratio to the total fixed fee as the related provisional payment on account of allowable cost is to the total estimated cost of the contract or order. Payment shall be made in accordance with FAR Clauses 52.216-7, "Allowable Cost and Payment", and 52.216-8, "Fixed Fee".

(b) In the event of discontinuance of the work in accordance with the FAR Clause 52.232-22, "Limitation of Funds", the fixed fee shall be re-determined by mutual agreement equitably to reflect the reduction of the work

performed. The amount by which such fixed fee is less than or exceeds payments previously made on account of fee, shall be paid to (or repaid by) the contractor.

(c) The balance of the fixed fee shall be payable in accordance with other clauses of this contract.

(d) For indefinite delivery type contracts the terms of this clause apply to each delivery/task order thereunder.

(End of clause)

5252.232-9521 PAYMENT INQUIRIES (NAVAIR) (APR 2005)

Inquiries regarding payment should be referred to: the DFAS Vendor Pay Inquiry System (VPIS) at <http://www.dod.mil/dfas/money/vendor/>. Payment information can be traced using the contract number, check number, CAGE code, DUNS number, or invoice number. The information is available for 90 days after payment is made.

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR) (MAY 1998)

(a) Contract Administration Office.

(2) Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to:

TBD

(3) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are:

Functions at FAR 42.302(a)(40) through (46) are retained.

(3) The Accounting Classification Reference Numbers (ACRN) assigned by NAVAIR Orlando shall be used in applicable contract modifications or orders or modifications thereto issued by the cognizant contract administration office. If no ACRN is assigned by NAVAIR Orlando, the contract administration office may assign a two-position ACRN that can be either alpha-numeric (A1 through B9 and continuing, if necessary through Z9, excluding the letters "I" and "O") or alpha (AA through ZZ, excluding the letters "I" and "O"), (see DFARS 204.7101).

(4) The cognizant contract administration office shall distribute to the U.S. Navy International Logistics Control Office (NAVILCO) (Code 20), 700 Robbins Avenue, Philadelphia, Pennsylvania 19111, a copy of any report or document which indicates an anticipated or actual delay in the delivery of supplies or services called for under the Navy International Logistics Program (ILP) Foreign Military Sales (FMS) (or Military Assistance Program (MAP)) Item(s) identified in Section B, if any. Copies of reports or documents distributed to NAVILCO shall include the applicable Item number, the FMS Case identifier and FMS country (or MAP record Control/Program Directive number identifier) and the requisition number and shall be in addition to any other distribution required by this contract or directives applicable to the cognizant contract administration office.

(4) PCO Quality Assurance Representative. Any quality assurance questions, comments, problems, recommendations, etc., which cannot be resolved at the Administrative Contracting Officer (ACO) Quality Assurance Representative (QAR) level should be communicated to the Procuring Contracting Officer (PCO) QAR designated below:

Cindy Carlisle, Deputy Director, Joint ADL Co-Laboratory, (407) 472-2914

(5) Paying Office. The disbursing office which will make payments is designated as follows:

TBD

(6) Remittance Address. The address to which payments should be mailed by the Government is:

Refer to Electronic Funds Transfer (EFT) information registered with the Central Contractor Registration (CCR).

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (SERVICES)(SEP 1999)

(a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in Attachment [NA]. The contract will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

(2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

(d) Definitions. For purposes of application of this clause only, the following definitions are applicable:

(1) "System" includes system, major component, subassembly or subsystem, project, or item.

(2) "Nondevelopmental items" are as defined in FAR 2.101.

(3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).

(4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).

(5) "Advisory and Assistance Services" (AAS) are those services acquired from non-governmental sources to support or improve agency policy development or decision making; or, to support or improve the management of organizations or the operation of hardware systems. Such services may encompass consulting activities, engineering and technical services, management support services and studies, analyses and evaluations.

(6) "Consultant" services is as defined in FAR 31.205-33(a).

(7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.

(8) "Affiliates" means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision making process concerning this contract.

(9) "Interest" means organizational or financial interest.

(10) “Weapons system supplier” means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions.

□ (1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of 1 Year after the date of completion of the contract. (FAR 9.505-1(a))

□ (2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of 1 Year after the terms of this contract. (FAR 9.505-2(a)(1))

□ (3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or a contractor involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of 1 Year after the terms of this contract. (FAR 9.505-2(a)(1))

□ (4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government’s interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government’s interests.(FAR 9.505-3)

□ (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4(b))

□ (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) which is based on such statement of

work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense within 1 Year after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

□ (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

- (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount;
- (4) the period of performance; and
- (5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (APR 1998)

(a) Ordering Procedures for Acquisition Management System and Data Requirements Control List (AMSDDL), DoD 5010.12-L, and DIDs listed therein. The AMSDDL and all DIDs and UDIDs listed therein are stocked at the Navy Publishing and Printing Service Office (NPPSO), Philadelphia, Pennsylvania. Requests for individual DIDs and UDIDs or the AMSDDL will be honored from private industry and from individuals. Requests may be made using the automated telephone request service known as TeleSpecs by dialing (215) 697-1187, 8:00 a.m. to 8:00 p.m. (EST), Monday through Friday. If a customer number has not been previously assigned, requester must call the Special Assistance Desk at (215) 697-2667/2179 before using the TeleSpec service. Requests may also be made by mail or FAX in any form, although it is preferred that the DoD Specification and Standards Requisition, DD Form 1425, be used. Customers will be automatically provided with sufficient blank requisitions for future orders, once an order has been placed. In addition, the DD Form 1425 may be obtained through supply channels of the cognizant military activity. All requests should include the following information:

- (1) Customer number or Commercial and Government Entity (CAGE) number.
- (2) Complete mailing address.
- (3) Each desired AMSDDL, DID or UDID listed by document identifier (e.g., AMSDDL should be listed as DoD 5010.12-L).

(4) The quantity of documents desired. The maximum quantity issued per item is five (5). Mail orders to: DODSSP, Standardization Document Order Desk, 700 Robbins Avenue, Bldg. 4D, Philadelphia, PA 19111-5094. Fax orders to: (215) 697-1462.

(b) Ordering Complete Sets of DIDs. Complete sets of DIDs or UDIDs are available for a fee.

(c) Subscriptions. A subscription service is available to private industry for a yearly fee. Upon payment of the subscription fee, the subscriber will receive one copy of any new or revised unrestricted and unclassified DID or UDID for a one year period after the effective subscription date. The AMSDL is included with this subscription. Requests for subscriptions must be accompanied by a check or money order in the above amount payable to the Treasurer of the United States. Requests may be mailed to: DODSSP, Subscription Service Desk, 700 Robbins Avenue, Bldg. 4D, Philadelphia, PA 19111-5094.

(d) Availability of Canceled DIDs. NPPSO supplies only the current version of DIDs. Superseded or canceled documents must be requested through the procurement or Contracting Officer of the military activity citing the need for the document.

5252.227-9501 INVENTION DISCLOSURES AND REPORTS (MAY 1998)

(a) In accordance with the requirements of the Patent Rights clause of this contract, the contractor shall submit "Report of Inventions and Subcontracts" (DD Form 882) along with written disclosure of inventions to the designated Contract Administrator.

(b) The Contract Administrator will forward such reports and disclosures directly to the appropriate Patent Counsel, designated below, for review and recommendations, after which the reports will be returned to the Contract Administrator.

Name and address of Patent Counsel:

NAVAIR Orlando
Patent Attorney, Code 11.3
12350 Research Parkway
Orlando, FL 32826

(c) The above designated Patent Counsel will represent the Procurement Contracting Officer with regard to invention reporting matters arising under this contract.

(d) A copy of each report and disclosure shall be forwarded to the Procuring Contracting Officer.

(e) The contractor shall furnish the Contracting Officer a final report within three (3) months after completion of the contracted work listing all subject inventions or certifying that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

5252.228-9501 LIABILITY INSURANCE (MAR 1999)

The following types of insurance are required in accordance with the clause entitled, 52.228-7, "Insurance--Liability to Third Persons" and shall be maintained in the minimum amounts shown:

(a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.

(b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.

(c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

(d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME- AND-MATERIAL, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992) (NAPS)

- (a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.
- (4) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 1 copy, to the auditor at the following address:

TBD

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to the TPOC and the PCO at the address shown in Section F.

Following verification, the contract auditor * will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procurement activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

** is required with each invoice submittal.

XX is required only with the final invoice.

** is not required.

(f) A Certificate of Performance

** shall be provided with each invoice submittal.

XX is not required

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (MAR 2000)

(a) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. All contractor personnel required to perform work on any U.S. Navy vessel shall obtain boarding authorization from the Commanding Officer of the vessel before boarding.

(b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned under this contract shall be governed in accordance with: Federal Travel Regulations, prescribed by the General

Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).

(c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the contractor's office whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel or subsistence shall be charged for work performed within a fifty-mile radius of the contractor's office. The contractor shall not be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in conjunction with personal recreation, or daily travel to and from work at the contractor's facility will not be reimbursed.

(1) For travel costs other than described in paragraph (c) above, the contractor shall be paid on the basis of actual amount paid to the extent that such travel is necessary for the performance of services under the contract and is authorized by the COR in writing.

(2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate as contained in the FTR, JTR or SR. Authorization for the use of privately owned conveyance shall be indicated in the basic contract. Distances traveled between points shall be shown on invoices as listed in standard highway mileage guides. Reimbursement will not exceed the mileage shown in the standard highway mileage guides.

(3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic contract and in accordance with food traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

(4) The contractor's invoices shall include receipts or other evidence substantiating actual costs incurred for authorized travel. In no event will such payments exceed the rates of common carriers.

(d) Vehicle and/or Truck Rentals. The contractor shall be reimbursed for actual rental/lease of special vehicles and/or trucks (i.e., of a type not normally used by the contractor in the conduct of its business) only if authorized in the basic contract or upon approval by the COR. Reimbursement of such rental shall be made based on actual amounts paid by the contractor. Use of rental/lease costs of vehicles and/or trucks that are of a type normally used by the contractor in the conduct of its business are not subject to reimbursement.

(e) Car Rental. The contractor shall be reimbursed for car rental, exclusive of mileage charges, as authorized in the basic contract or upon approval by the COR, when the services are required to be performed beyond the normal commuting distance from the contractor's facilities. Car rental for a team on TDY at one site will be allowed for a minimum of four (4) persons per car, provided that such number or greater comprise the TDY team.

(f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a fifty-mile radius of the contractor's home office or the contractor's local office. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the FTR, JTR or SR. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

(g) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraph C8101.2C or C81181.3B(6) of the Department of Defense Joint Travel Regulations, Volume II.

(h) Special Material. "Special material" includes only the costs of material, supplies, or services which is peculiar to the ordered data and which is not suitable for use in the course of the contractor's normal business. It shall be furnished pursuant to specific authorization approved by the COR. The contractor will be required to

support all material costs claimed by its costs less any applicable discounts. "Special materials" include, but are not limited to, graphic reproduction expenses, or technical illustrative or design requirements needing special processing.

5252.232-9516 ALLOTMENT OF FUNDS-INCREMENTALLY FUNDED COST-REIMBURSEMENT CONTRACT OTHER THAN COST-SHARING CONTRACT (APR 1985) (NAVAIR)

For the purposes of paragraph (b) of the "Limitation of Funds" clause of this contract--

- (i) the amount available for payment and allotted to this incrementally funded contract is \$TBD;
- (ii) the items covered by such amount are Item(s) TBD; and
- (iii) the period of performance for which it is estimated the allotted amount will cover is TBD.

5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES)(SEP 1999)

(a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.

(c) The contractor agrees that during the term of the contract, no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or maternity leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

(h) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies including Termination for Default pursuant to FAR Clause 52.249-6, Alt IV, "Termination (Cost-Reimbursement)".

5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (NAVAIR) (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAVAIR Orlando Training Systems Division
Attn: Domingo Rivera, Code 25333
12350 Research Parkway
Orlando, FL 32826-3275
(407) 381-8631
E-mail: Domingo.Rivera@navy.mil

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	MAR 2005
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-10	Filing Of Patent Applications--Classified Subject Matter	APR 1984
52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	APR 2005
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986

52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-2	Production Progress Reports	APR 1991
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt IV	Changes--Cost-Reimbursement (Aug 1987) - Alternate IV	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	MAR 2005
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2004
52.245-5 (Dev)	Government Property (Cost-Reimbursement, Time-and-Material, and Labor-Hour Contracts) (Deviation)	JUN 2003
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.242-7000	Postaward Conference	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994
252.246-7001	Warranty Of Data	DEC 1991

252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the NAVAIR Orlando Training Systems Division or Advanced Distributed Learning Co-Laboratory under Contract No. **TBD**.

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the NAVAIR Orlando Training Systems Division or Advanced Distributed Learning Co-Laboratory.

252.235-7011 FINAL SCIENTIFIC OR TECHNICAL REPORT. (NOV 2004)

The Contractor shall--

(a) Submit two copies of the approved scientific or technical report delivered under this contract to the Defense Technical Information Center, Attn: DTIC-O, 8725 John J. Kingman Road, Fort Belvoir, VA 22060-6218;

(b) Include a completed Standard Form 298, Report Documentation Page, with each copy of the report; and

(c) For submission of reports in other than paper copy, contact the Defense Technical Information Center or follow the instructions at <http://www.dtic.mil>.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

Section J Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Contract Data Requirements (CDRL) A001 – A006 DD Form 1423-1	6	5/25/2005
Attachment 1	Data Item Transmittal/Acceptance/Rejection Form - NTSC 4330/60	1	NA
Attachment 2	Certificate of Non-Disclosure and Financial Interest	1	NA

Section K - Representations, Certifications and Other Statements of Offerors

ORCA

Online Representations and Certifications Application (ORCA) Requirements

Please note new Representation and Certification requirements as per FAR Case 2002-024, at link; <<http://farsite.hill.af.mil/reghtml/changes/fac/fac2001-26.htm>> which requires offerors/vendors to use ORCA beginning January 2005, to provide representations (Reps) and certifications (Certs) electronically via the ORCA website at www.bpn.gov/orca; and to update the reps and certs as necessary, but at least annually, to keep them current, accurate and complete.

ORCA is an e-Government initiative that was designed by the Integrated Acquisition Environment (IAE) to replace the paper based Representations and Certifications (Reps and Certs) process. It further requires offerors to make changes that affect only one solicitation by completing the appropriate sections of either paragraph (j) of FAR provision 52.212-3 or FAR provision 52.204-8, whichever is included in the solicitation. Included in this solicitation is FAR 52.204-8, "Annual Certifications and Representations," as well as 52.204-7, "Central Contractor Registration."

All Provisions included in the ORCA registration system are incorporated herein by reference, unless otherwise specified, with the same force and effect as if set forth in full text.

CLAUSES INCORPORATED BY REFERENCE

52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ Paragraph (b) applies.

() Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

Section L - Instructions, Conditions and Notices to Bidders

L.1 INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION (FAR 52.215-1) (JAN 2004)(ADDENDUM)

The offeror must submit one (1) original, six (6) hard copies, two (2) 3.5 inch or CD disk with files in the Microsoft Word 95/Office 97 or Word 2000/Office 2000 format for the Technical Proposal; (1) original and (6) hard copies of the Past Performance Proposal; and (1) original and (3) hard copies of the Price Proposal. Each Proposal Volume (i.e., Technical, Price, Past Performance) must be contained in separate binders. **FOR PURPOSES OF FAR CLAUSE 52.215-1 PARAGRAPH (c)(3)(ii)(A)(1), OFFERORS ARE ADVISED THAT ELECTRONIC COMMERCE METHODS FOR TRANSMISSION OF PROPOSALS (INCLUDING EMAIL AND FACSIMILE) ARE NOT AUTHORIZED BY THIS SOLICITATION.**

Proposals must be legible, double-spaced, and printed on one side only. The written proposals shall not use smaller than industry standard, word processor 12-point proportional font with margins smaller than one inch. Proposals shall be printed on paper not larger than eight and a half by eleven inches (8 1/2" x 11"). The sizes of the pages must be uniform, however, some foldout charts or diagrams may be used if not larger than eleven by seventeen inches (11" x 17"). All printed pages shall be marked "SOURCE SELECTION INFORMATION" (printed or stamped) in addition to the FAR proprietary data notice.

Each proposal must be clearly marked with the solicitation number and shall have a table of contents. Offerors are advised that proposals shall be accepted only from those offerors proposing as potential prime contractors. Therefore, prime contractors are responsible for including all subcontractor proposals (which may be separately sealed) as part of their proposal submission and separate submissions by subcontractors will not be accepted. **The Government reserves the right to award a contract to more than one offeror.**

L.2 INSTRUCTIONS FOR HANDCARRIED OFFERS

If the proposal or Final Proposal Revision (if and when a Final Proposal Revision is requested) is hand carried, the offeror shall obtain a "Proposal/Best and Final Offer Receipt" Form, NAWCTSD 4200/34, from the Operations Branch Representative (Police), Competency 8.4, located in the main lobby of the De Florez building, 12350 Research Parkway, Orlando, FL 32826, prior to the closing date/time specified in Block 8 of the Standard Form 1449 for proposals, or as specified in the amendment/letter request for Final Revised Proposals. NOTE: Do not use the Bid Box in or near the Business Information Center to deposit hand carried proposals (only for sealed bid procurements). Do not use the wooden mailbox located on the counter to deposit hand carried proposals (only for documents that are NOT time sensitive.) The offeror shall fill in the 'Offeror and Offeror's Representative Name/Initials', 'Solicitation Number', 'Closing Date/Time', and 'Contract Specialist Name/Code/Phone Number' portions of the form, and return to the Operations Branch Representative. The Operations Branch Representative shall date/time stamp the original of the form, annotate the number of boxes/packages received and sign in the 'Signature of Operations Branch Rep.' portion of the form. (NOTE: Operations Branch Rep's signature denotes only receipt of the box(es)/package(s), they are not responsible for contents of the box(es).) Competency 8.4 shall write the date and time of receipt (obtained from date/time stamp) on the yellow copy of the form, annotate the number of boxes received and sign in the 'Signature of Operations Branch Rep.' portion of the form and return the yellow copy to the offeror for their records.

L.3 SOLICITATION CLARIFICATION QUESTIONS

Clarification Questions regarding this solicitation shall be submitted in writing. The Government will answer all questions prior to the deadline for proposal submittal provided those questions are received prior to **72 hours of the solicitation deadline, excluding weekends and Government holidays.**

Written questions may be submitted by **e-mail** addressed to Craig.Wright@navy.mil.

The Government will post the answers as an amendment to the solicitation on the Federal Business Opportunities website located at <http://www.fedbizopps.gov/>.

Questions received after the above referenced deadline may not be answered prior to proposal submission deadline. The Government reserves the right not to respond to any questions received concerning this solicitation after the date above. Accordingly, offerors are encouraged to carefully review all solicitation requirements and submit questions to the Government early in the proposal preparation cycle. It is not anticipated that the closing date for receipt of proposals will be extended.

L.4 SUBMISSION OF OFFERS

(a) Offerors shall submit the Cost Plus Fixed Fee (CPFF) proposal by **1300 hours Local Time (EST) on 4 October 2005** to the POC listed in paragraph (b) below. The quantities and types of hard and electronic copies of the proposal are identified in paragraph **L.1** above.

(b) The point of contact for this CPFF solicitation, to address any questions, concerns, or requests for clarification is as follows:

NAVAIR Orlando Training Systems Division
Attn: Craig Wright, Code 25333
12350 Research Parkway
Orlando, FL 32826-3275
Telephone: (407)380-4468
Facsimile: (407)380-4164
E-mail: craig.wright@navy.mil

L.5 SERVICE OF PROTEST (FAR 52.233-2)(AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

NAVAIR Orlando Training Systems Division
Attn: Domingo Rivera, Code 25333
12350 Research Parkway
Orlando, FL 32826-3275
Telephone: (407)381-8631
Facsimile: (407)380-4164
E-mail: Domingo.Rivera@navy.mil

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.6 PROPOSAL SUBMISSION GUIDE

All offers must be submitted in accordance with FAR 52.215-1, Instructions to Offerors – Competitive Acquisitions. Use of the following guide for proposal submissions is strongly encouraged.

A. Each offeror's proposal should be prepared in the following format:

Volume (I) – Offeror's Technical Experience Proposal
Volume (II) – Offeror's Past Performance/Responsibility Determination Information
Volume (III) – Offeror's Price Proposal

The proposal shall be submitted as a whole, however each part of the proposal shall be easily separated and identified, so as to evaluate one Volume without having to view another Volume.

B. The following list is intended to be used as a GUIDE to assist offerors in preparation of their proposals and to assist the Government in evaluating an offeror's proposal. The items identified below are in no way intended to supersede requirements of the Statement of Work (SOW) or Solicitation. Responses to all requirements of the SOW and Solicitation remain the responsibility of the offeror.

VOLUME I - TECHNICAL PROPOSAL:

NO CONTRACT PRICES OR COST INFORMATION SHALL BE INCLUDED IN THE TECHNICAL PROPOSAL (VOLUME I). THE TECHNICAL PROPOSAL SHALL BE LABELED AS VOLUME I.

AREA I – TECHNICAL/MANAGEMENT PROPOSAL

The Technical/Management Proposal consists of three parts including the following Factors I, II, and III.

Factor I – Technical/Management Approach

As a minimum the following sub-factor requirements are to be covered:

- (a) Provide project planning methods and a technical approach which will be used to accomplish the requirements of the SOW and contract within a 1-year effort.
- (b) Describe and illustrate your understanding of the SCORM and S1000D requirements, deliverables, and how you will meet the development needs and objectives.
- (c) Provide and explain your Quality Control Plan and surveillance techniques for the requirements of the SOW. Describe overall policies, practices, methods, and tools for Quality Control to be used during the life cycle of the contract. Describe/illustrate how services will be improved/enhanced over the life of the contract.
- (d) Describe any unique capabilities and/or qualifications your company possesses to perform the SOW and requirements herein.

Factor II – Manning and Organization

As a minimum the following sub-factor requirements are to be covered:

- (a) Provide a Staffing Plan that will be used to meet the requirements within a 1-year effort. Show minimum manning staffing to include the number of personnel by labor category and fiscal year. Identify work-year estimates in developing your position. If proposing a subcontractor or teaming approach, identify the same level of detail. Changes to the proposed workforce during the fiscal year shall be detailed.
- (b) Describe your plan for staffing all positions in the event that all or part of the incumbent personnel is unavailable for employment.
- (c) Provide an organizational flow chart showing clearly defined lines of responsibility, clearly defined levels of decision authority, location of personnel, and the contractor to Government interface to include all team members and subcontractors.
- (d) Describe and illustrate your innovative approaches to achieving your most effective organization that enhances your ability to accomplish the SOW and contract requirements and maximize efficiency. Describe your organization, management, structure, resource allocation, task allocation, processes, procedures, and methodologies to be employed to fulfill service requirements. Describe where you believe economies/efficiencies can and will be attained.

AREA I – TECHNICAL/MANAGEMENT PROPOSAL (CONTINUED)**Factor III - Personnel Expertise**

As a minimum the following sub-factor requirements are to be covered:

- (a) Describe experience in working with common source data bases (CSDB) as it relates to XML, EDI, XSLT with regards to analysis and design, specifically with digital objects and distributed repositories.
- (b) Describe experience in working with Object Oriented Programming.
- (c) Describe knowledge of and experience with International Specification for Technical Publications utilizing a Common Source Database (S1000D) Sharable Content Object Reference Model (SCORM).
- (d) Describe experience with simulations and High Level Architecture.
- (e) Describe experience with 3D modeling.
- (f) Describe experience with GAME development.
- (g) Describe experience with Document Management Systems, Learning Management Systems, and Content Authoring Tools.
- (h) Include resumes of key personnel.

VOLUME II – PAST PERFORMANCE INFORMATION:

NO CONTRACT PRICES OR COST INFORMATION SHALL BE INCLUDED IN THE PAST PERFORMANCE PROPOSAL (VOLUME II). THE PAST PERFORMANCE/RESPONSIBILITY DETERMINATION PROPOSAL SHALL BE LABELED AS VOLUME II.

AREA II - PAST PERFORMANCE INFORMATION

(1) **Area II:** The following information shall be included in each Past Performance Proposal:

(i) A list of **no more than five (5)** of the offeror's (and each of its proposed subcontractors or teaming partners) previous or on-going federal, state or local Government contracts and private/commercial contracts performed by it and each of its team members during the past three (3) years which are similar in nature and relevant to the efforts required by this solicitation. This listing shall include all items listed below:

Contract Number and Award Date

Procuring Agency

Name, phone number, and e-mail address for a POC at the agency

Period of Performance for each contract referenced

A brief description of the effort

Any additional information that will assist the Government in determining an offeror's past performance or financial responsibility

(ii) The offeror (and each of its proposed subcontractors or teaming partners) shall also include information relative to contracts that have been terminated, in full or in part, for default during the last five (5) years, including those currently in process of such termination, as well as those that are not similar to the proposed effort.

(iii) If subcontractors or other teaming partners are proposed, offerors shall include the subcontractor's written consent to allow the Government to discuss the subcontractor's past performance evaluation with the offeror.

(iv) The offeror (and each of its proposed subcontractors or teaming partners) may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing or producing the product or service required in this solicitation. The offeror should identify what segment of the company (one division or the entire company) received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three (3) years old, present evidence that the qualifications still apply.

(2) For offerors with no past performance history, the offeror shall state "No Past Performance History Available."

(3) Offerors are reminded that both independent data (such as information obtained from DoD databases, other databases available to the Government, and any and all sources including sources outside of the Government) and data provided by offerors in their past performance information may be used to evaluate offeror past performance. It is incumbent upon the offeror to explain the relevance of all data provided. The Government does not assume the duty to search for data to cure problems within the past performance information. The burden of providing thorough and complete past performance data remains with the offerors. Past performance information that does not contain the information required by the solicitation risks rejection or a high risk rating by the Government.

VOLUME III – PRICE AND ADMINISTRATIVE PROPOSAL

THE PRICE AND ADMINISTRATIVE PROPOSAL SHALL BE LABELED AS VOLUME III.

AREA III - PRICE AND ADMINISTRATIVE PROPOSAL

(1) **Area III:** The following items shall be completed and included in the Price and Administrative Volume of the offeror's proposal:

- (a) Standard Form 33 – Fill in blocks 15, 16, 17, 18
- (b) Section B of the solicitation completed with the offeror's proposed price inserted in the appropriate blank space; a Handwritten or Typed price inserted into the appropriate blanks is encouraged. **All unit prices and total prices should be rounded to the nearest dollar. In Section B, the MAX QTY multiplied by the UNIT PRICE must equal the maximum amount TOTAL, or the Proposal runs the risk of rejection. Section B - Item 0002 will be Not Separately Priced (NSP) and may be left blank.**
- (c) Complete a Cost Worksheet for a Cost Reimbursable type contract to include a breakout of costs for the total price to include the following (FAR 15.404-1(d)):

Proposed Man-Hours; Labor Mix; Direct Labor Cost delineated by each personnel member; Proposed Indirect Rates (Overhead, G&A, etc.); Proposed Travel (if applicable); and Proposed Fixed Fee as part of a Cost-Plus-Fixed-Fee type contract.
- (d) Section K of the solicitation (Certifications, Representations, and Other Statements)
- (e) The period for acceptance of the offer stating how long the offeror agrees to honor the proposed prices. This period shall be, at a minimum, ninety (90) calendar days from the date specified for receipt of offers

(2) Clarity and completeness of the Price and Administrative volume are of the utmost importance. The Price and Administrative volume must be written in a practical, clear and concise manner. It must use quantitative terms whenever possible and must avoid qualitative adjectives to the maximum extent possible. The Price and Administrative volume must be internally consistent or the price proposal will be considered unrealistic and may be considered unacceptable.

CLAUSES INCORPORATED BY REFERENCE

52.211-2	Availability of Specifications Listed in the DoD Index of Specifications and Standards (DODISS) and Descriptions Listed in the Acquisition Management Systems and Data Requirements Control List, DOD 5010.12-L	DEC 2003
52.215-16	Facilities Capital Cost of Money	JUN 2003
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee contract resulting from this solicitation.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://akss.dau.mil/jsp/default.jsp>

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(5) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 7) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

5252.215-9503 ANTICIPATED AWARD DATE (NAVAIR) (FEB 1995)

The anticipated award date for this requirement is 27 October 2005. This information is provided for use as a basis for schedules and burden (labor, overheads, G&A, etc.) mid-point calculations.

5252.215-9522 CONTENT OF PROPOSALS (NAVAIR) (MAR 1999)

(a) General. The offerors must submit (1) Original and (6) copies of their Technical and Past Performance Proposal and (1) Original and (3) copies of the Cost Proposal.

(1) Any data previously submitted in response to another solicitation will be assumed unavailable to the government; and this data must not be incorporated into the technical proposal by reference.

(2) Clarity and completeness of the proposal are of the utmost importance. The proposal must be written in a practical, clear and concise manner. It must use quantitative terms whenever possible and must avoid qualitative adjectives to the maximum extent possible. Proposal volumes must be internally consistent or the proposal will be considered unrealistic and may be considered unacceptable.

(b) Technical Proposal. Offerors must comply with the following:

(1) No cost or price information may be included in the technical proposal. The technical proposal may not be classified. The technical proposal must clearly demonstrate that the offeror has a thorough understanding of the technical services required for the complete accomplishment of the tasks detailed in the Statement of Work. Mere statements that the offeror understands or will meet the requirements of the Statement of Work or parts thereof will be considered inadequate.

(2) The technical proposal must clearly present sufficient information to allow evaluation based on the requirements stated herein: SEE PROPOSAL SUBMISSION GUIDE (Section L)

(c) Cost Proposal. It is anticipated that adequate price competition exists for this solicitation. Therefore, in accordance with Federal Acquisition Regulation, certified cost or pricing data is not required to be submitted with the proposal. However, to ensure that proposed costs are consistent with the technical proposal, a cost realism analysis may be performed. The following information is required to be submitted in the cost proposal: SEE PROPOSAL SUBMISSION GUIDE (Section L)

Section M - Evaluation Factors for Award

M.1 GENERAL

- (a) The Government will select an industry offer using a **Best Value (Tradeoff)** source selection approach. Under this approach, proposals are compared on the basis of their ratings, and their strengths, weaknesses, and risks. The Government will select a responsible offeror whose proposal, conforming to the solicitation, is most advantageous to the Government, price and other factors considered.
- (b) **THE GOVERNMENT INTENDS TO EVALUATE OFFERS AND AWARD A CONTRACT WITHOUT DISCUSSIONS WITH OFFERORS.** Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.
- (c) If it is determined by the PCO that it is necessary for a competitive range to be established, the Government may limit the number of proposals to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (d) Proposals will be evaluated to determine compliance with all requirements of the solicitation, any attachments and exhibits. Each offer will be evaluated strictly in accordance with its content and the Government will not assume that performance will include areas not specified in the offeror's written response.
- (e) The technical proposal submitted in accordance with the requirements defined herein must clearly demonstrate that the offeror has a thorough understanding of the requirement as detailed in this solicitation. The ability of the offeror to present a technically complete, clear, coherent and legible proposal shall be indicative of the offeror's ability to provide the high quality services that will be necessary to complete the contract. **A selection may be made to other than the offeror who offers the lowest evaluated price or to other than the best Technical Proposal.**

M.2 EVALUATION FACTORS

(a) The Government's evaluation of proposals will be based on the areas and factors listed below, as well as those described in Section L - Instructions, Conditions, and Notices to Offerors, Proposal Instructions, and in this Section M, Evaluation Factors for Award, of this solicitation.

(b) There are three Areas of evaluation: **Volume I, Area I: Technical/Management; Volume II, Area II: Past Performance**, and **Volume III, Area III: Price and Administration**.

Technical/Management is further subdivided into factors. The Areas and Factors are as follows:

Area I Technical/Management

Factor I. Technical Approach

Factor II. Manning, Organization

Factor III. Personnel Expertise

Area II. Past Performance

Area III. Price and Administration

(c) Areas I, II, and III are listed in descending order of importance. The Technical/Management Area is more important than the Past Performance. The Past Performance is more important than Price. Within the Technical/Management area, Factors are listed in descending order of importance, with Factor I being more important than Factor II and Factor II being more important than Factor III. All evaluation Areas, other than price, when combined, are significantly more important than price. All sub-factors are of equal importance.

(d) An unsatisfactory rating at any Factor level within Area I may result in an unsatisfactory rating at the Area I level

(e) **Technical/Management** will be evaluated based on how well the proposal addresses an offeror's processes, methodologies, approaches and concepts to fulfill the solicitation requirements. For each Factor within the Technical/Management Area, a technical merit proposal rating will be assigned and a proposal risk assessment will be made.

(1) **Factor I, Technical Approach**, will evaluate the offeror's response to determine the depth of requirement knowledge and understanding, and to determine the potential benefit of their knowledge and capabilities to accomplish the service requirements.

Sub factor (a) - Project Planning methods and technical approach will be evaluated based on how well the proposal addresses plans of meeting milestone events to meet the contract within the 1-year effort.

Sub factor (b) - Understanding of SCORM and S1000D will be evaluated based on how well the proposal describes the offeror's knowledge of SCORM and S1000D and any completed or ongoing work related to SCORM and S1000D; and how well the offeror describes and illustrates their understanding of the objectives.

Sub factor (c) - The Quality Control Plan will be evaluated based how the proposal describes the offeror's Quality Control practices and tools; how they are implemented within their organization; how the practices and tools will be used during the life of the contract; and how these Quality Control practices may be used to reduce errors within the software.

Sub factor (d) - The capabilities and/or qualification will be evaluated based on how well the proposal describes any current work and/or specific qualifications which are unique and will be of value to the offeror's ability of meeting the SOW requirements.

(2) **Factor II, Manning, Organization** will evaluate the potential of the offeror's approach, processes, and methodologies to be effective and efficient in performance of the service requirement. Particular attention will be paid to the offeror's staffing, back-up support, and organization approaches. Resumes of key personnel shall be included in this Section.

Sub factor (a) - Staffing Plan will be evaluated based on how well the proposal describes the offeror's staffing plan, number of people, skills of the people, and any teaming approach and (if applicable), to meet the requirements of the 1 year effort. Provide a Staffing Plan that will be used to meet the requirements within a 1-year effort. If proposing a subcontractor or teaming approach, the same level of detailed will be evaluated on the above principles.

Sub factor (b) - Staffing for Unavailable Employees will be evaluated based on how well the proposal describes how the offeror plans to fulfill staffing requirements in the event that all or part of the incumbent personnel is unavailable for employment.

Sub factor (c) - This sub factor will be evaluated based on well the proposal illustrates and describes the lines of responsibility, levels of decision authority, location of personnel, and the contractor to Government interface to include all team members and subcontractors.

Sub factor (d) - This sub factor will be evaluated based on how well the proposal describes and illustrates innovative approaches to achieving their most effective and productive organization; describes their management structure, resource allocation, task allocation, processes, procedures, and methodologies which will be beneficial to meeting the SOW requirements.

(3) **Factor III, Personnel Expertise** will evaluate the potential of the qualifications of key personnel in the performance of the contract. Resumes of key personnel shall be included in this Section.

Sub factor (a) - This sub factor will be evaluated on how well the proposal describes personnel who will work on this 1 year effort, experience in working with common source data bases (CSDB) as it relates to XML, EDI, XSLT with regards to analysis and design, specifically with digital objects and distributed repositories.

Sub factor (b) - This sub factor will be evaluated on how well the proposal describes personnel who will work on this 1 year effort, experience in working with Object Oriented Programming.

Sub factor (c) - This sub factor will be evaluated on how well the proposal describes personnel who will work on this 1 year effort, knowledge of and experience with International Specification for Technical Publications utilizing a Common Source Database (S1000D) Sharable Content Object Reference Model (SCORM).

Sub factor (d) - This sub factor will be evaluated on how well the proposal describes personnel who will work on this 1 year effort, experience with simulations and High Level Architecture.

Sub factor (e) - This sub factor will be evaluated on how well the proposal describes personnel who will work on this 1 year effort, experience in working with 3D modeling.

Sub factor (f) - This sub factor will be evaluated on how well the proposal describes personnel who will work on this 1 year effort, experience with GAME development.

Sub factor (g) - This sub factor will be evaluated on how well the proposal describes personnel who will work on this 1 year effort, knowledge and experience in working with Document Management Systems, Learning Management Systems, and Content Authoring Tools.

Sub factor (h) - Resumes will be evaluated based on the resumes of key personnel and how the experience relates to the requirements of the SOW.

(f) **Past Performance** will be evaluated as part of the offeror's Responsibility and will be evaluated on the following basis: (1) References from previous military, government, or commercial training, for which related services were provided. The references should include points of contact with telephone numbers, and if applicable, contract numbers and other relevant information; (2) Included other recognitions, awards, or articles that will assist in the evaluation; (3) Government contacted references or sources of information other than those identified by the offeror that may be used to assist in the past performance/responsibility determination.

(i) Performance Risk is associated with an offeror's ability to perform the solicitation's requirements as indicated by that offeror's record of past and current performance and by the record of past and current performance for the offeror's proposed subcontractor(s).

(ii) Data provided by the offeror as well as data obtained from other sources shall be used in the evaluation of past performance. In accordance with FAR 15.306 (b), offerors may be given an opportunity to address adverse reports of past performance to which the offeror has not previously had an opportunity to respond and the offeror's response, or lack thereof, will be taken into consideration. In particular, recent contracts will be examined to ensure that corrective measures have been put in place to prevent the recurrence of past performance problems. Prompt actions taken to correct performance problems will be considered a reflection of management concern for customer satisfaction; however, such action may not mitigate all adverse performance trends.

(iii) The Government does not expect an offeror's past and present performance to be perfect. However, the Government does seek offerors that demonstrate the ability to isolate past and present problems down to a root cause and to take systemic improvement management actions to resolve the root cause of the problems. Successful offerors will be able to demonstrate their application of systemic improvement management practices used to resolve past and present performance problems, as well as present the systemic improvement management approach to be used during execution of the proposed contract.

In conducting its evaluation for the contract, the Government may use data provided by the offeror, as well as data obtained from other sources.

Offerors with no relevant past performance history will not be evaluated favorably or unfavorably on past performance, and shall receive a **Neutral Rating (N)**.

(g) **Price** information will be evaluated for total price, reasonableness, realism, and completeness as follows:

(1) Total Price

The total price of all Cost Plus Fixed Fee items proposed will be totaled to determine the total price for evaluation consideration. If inconsistencies exist between the proposed Cost Worksheet (as required by Section L) and Schedule B, Schedule B takes precedence.

(2) Reasonableness

Normally, competition establishes price reasonableness. In limited situations, additional analysis will be required by the Government to determine reasonableness. If, after receipt of a proposal, the PCO determines that adequate price competition does not exist for the firm, other proposal analysis techniques will be used in accordance with NAVSUPINST 4200.85C and/or FAR 15.404-1.

(3) Realism

In evaluating offers, the Contracting Officer will perform a Cost Realism Analysis for Cost-Reimbursement type contracts in accordance with FAR 15.404-1(d); a summary level review of the price portion of the offeror's proposal.

The purpose of the evaluation is to: (a) verify the offeror's understanding of the requirements; (b) assess the degree to which the price proposal reflects the approaches and/or risk that the offeror will provide the supplies or services at the proposed price; and (c) assess the degree to which the price included in the price proposal accurately represents the effort described in the Technical/Management proposal. Prices evaluated as unrealistically low will not be adjusted upward, but may render a proposal unacceptable due to the high risk of poor performance.

For award purposes, Cost Realism Analysis will be determined using the offeror's cost worksheet and the offeror's cost factors including at a minimum:

Proposed Man-Hours; Labor Mix; Proposed Indirect Rates (Overhead, G&A, etc.); Proposed Travel (if applicable); and Proposed Fixed Fee as part of a Cost-Plus-Fixed-Fee type contract.

(4) Completeness

In order for a proposal to be complete, it must comply with all requirements of the solicitation and any attachments and exhibits. Also, completeness is determined based on the level of detail provided in the offeror's proposal. For the price data to be complete, the offeror must provide all the data that is necessary to support the offer, including traceability of estimates. Administrative information submitted will be evaluated based on completeness and compliance with the requirements of this solicitation. Any proposal lacking the required information may result in increased risk.

M.3 COMPLIANCE RATINGS AND RISK ASSESSMENT

M.3.1. TECHNICAL/MANAGEMENT MERIT RATINGS AND RISK ASSESSMENT

Technical/Management will be evaluated for Technical Merit *and* Proposal Risk. Each offeror's technical proposal will be given a Technical Merit Adjectival Rating and a Proposal Risk Rating as defined below:

Technical Merit Adjectival Rating	Definition
Outstanding (O)	Proposal significantly exceeds requirements in a way that benefits the Government or meets requirements and contains at least one exceptional enhancing feature, which benefits the Government. Any weakness is minor.
Highly Satisfactory (HS)	Proposal exceeds requirements in a way that benefits the Government or meets requirements and contains enhancing features, which benefit the Government. Any weakness is minor.
Satisfactory (S)	Proposal meets requirements. Any weaknesses are minor and will have little or no impact on contract performance.
Marginal (M)	Proposal contains weaknesses or minor deficiencies, which could have some impact if accepted.
Unsatisfactory (U)	Proposal does not comply substantially with requirements.

Proposal Risk Rating	Definition
Low (L)	Has little or no potential to cause disruption of schedule, increase in cost, or degradation of performance. Normal contractor effort will probably be able to overcome difficulties.
Medium (M)	Can potentially cause some disruption of schedule, increase in cost, or degradation of performance. However, special contractor emphasis will probably be able to overcome the difficulties.
High (H)	Likely to cause significant serious disruption of schedule; increase in cost, or degradation of performance even with special contractor emphasis.

M.3.2. PAST PERFORMANCE RISK ASSESSMENT

Past Performance will be evaluated using a Performance Risk Rating (as shown below) and will be applied against the offeror's stated performance record and independently substantiated by the Government as defined below:

<i>Performance Risk Rating</i>	Definition
Very Low (VL)	Based on the offeror's experience or past performance, essentially no doubt exists that the offeror will successfully perform the required effort.
Low (L)	Based on the offeror's experience or past performance, little doubt exists that the offeror will successfully perform the required effort.
Moderate (M)	Based on the offeror's experience or past performance, some doubt exists that the offeror will successfully perform the required effort.
High (H)	Based on the offeror's experience or past performance, substantial doubt exists that the offeror will successfully perform the required effort.
Very High (VH)	Based on the offeror's experience or past performance, extreme doubt exists that the offeror will successfully perform the required effort.
Unknown (UNK)	No performance record is identifiable. This applies only to Past Performance.
Neutral (N)	No past performance record. No past performance will receive a neutral rating.

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5252.215-9523 I BASIS FOR AWARD BASED ON BEST VALUE (NOV 1999) - ALTERNATE I (MAR 1999) (NAVAIR)

(a) Award of the contract resulting from this solicitation will be made to the offeror whose proposal, conforming to the solicitation, offers the greatest value to the Government in terms of technical and price rather than to the proposal offering the lowest price. The Government reserves the right to select which proposal offers the greatest value to the Government. The resulting contract will be awarded on the basis of the proposal from the responsible offeror whose offer, conforming to the solicitation, is determined to be most advantageous to the Government all factors considered.

(b) Evaluation factors other than cost are See Subsection (f) of Section M.

(c) The offeror's proposal will be in the form prescribed by this solicitation and shall contain a response to each of the areas identified in Section L which affects the evaluation factors for award.

(d) If an offeror proposes cost limitation ceilings on indirect rates, the offeror is advised that the Government may evaluate the offeror's cost proposal accordingly. The decision to propose cost limitation ceilings is the offeror's. In the event the offeror proposes indirect rate limitations, these same ceiling rate limitations may be incorporated into any resultant contract without discussion. Under any cost reimbursement contract, the indirect rates billed shall be limited to the ceiling rate(s) identified in the contract. Any costs incurred above ceiling rates are not allowable.

(e) The degree of importance allocated to cost will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based, or decrease when the cost is so significantly high as to diminish the value of the technical superiority to the Government.

(1) Costs may be evaluated on the basis of cost realism. Cost realism pertains to the offeror's ability to project costs which are reasonable and which indicate that the offeror understands the nature of the work to be performed. Any understatement or overstatement of costs, whether in labor hours, labor rates, overhead rates and other direct costs, may be considered a reflection of a lack of understanding of the work required and may be considered in the technical analysis which could reduce the technical rating.

(2) With regard to any understatement of costs, the Government reserves the right to evaluate the cost proposals on the inclusion of all necessary and verifiable item of cost. Any proposal which is materially unbalanced as to prices may be rejected as nonresponsive. An unbalanced proposal is one which is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(f) The Government may award a contract on the basis of initial offers received without discussions. Therefore each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, if considered necessary by the Contracting Officer, discussions will be conducted with only those offerors within the competitive range.

(g) The Government reserves the right to make an award to other than the lowest priced offeror or to the offeror with the highest technical rating if the Contracting Officer determines that to do so would result in the greatest value to the Government.